

## RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Diane Emmert Nixon, Individually and as Administrator of the Estate of Dino Vann Nixon ("Releasor") hereby releases Forsyth County, Forsyth County Sheriff's Department, Forsyth County Sheriff's Office, William T. Schatzman, Individually and in his capacity as Sheriff of Forsyth County, Robert E. Slater, Individually and in his capacity as Detention Bureau Commander with the Forsyth County Sheriff's Office, Hartford Fire Insurance Company, Travelers Casualty and Surety Company, and all past and present officers, agents, deputies, and employees of Forsyth County, Forsyth County Sheriff's Department, Forsyth County Sheriff's Office, the Forsyth County Sheriff and all present and past sureties of the Forsyth County Sheriff, including but not limited to Travelers Casualty and Surety Company, and Hartford Fire Insurance Company (hereafter jointly and separately referred to as "the Released Parties"), subject to paragraph 6 below, this 21<sup>st</sup> day of December, 2017, as is more particularly described herein.

In consideration of the compromise of disputed claims and other good and valuable consideration, the receipt of which is hereby acknowledged by Releasor, Releasor does voluntarily and knowingly execute this Release with the express intention of effecting the extinguishment of all obligations herein designated.

1. Releasor does hereby for herself, Individually and as Administrator of the Estate of Dino Vann Nixon, her heirs and assigns, and personal representatives hereby RELEASE, ACQUIT AND FOREVER DISCHARGE THE RELEASED PARTIES and their predecessors, successors, heirs and assigns, agents, servants, employees, officers, sureties, and directors, and their attorneys, from any and all claims, actions or causes of action, demands, damages (both actual and punitive), costs, back pay, front pay, judgments, expenses, liabilities, attorneys' fees and legal costs, injunctive or declaratory relief, whether known or unknown, whether in law or in equity, claims for wrongful death, claims for negligence, claims for alleged constitutional violations, claims under 42 U.S.C. § 1983, claims to recover damages for personal injuries, medical expenses, lost wages, pain and suffering, mental or emotional distress, or loss of earning capacity and from whatsoever cause arising or from whatsoever act or omission arising, which they now have, or might otherwise have, against the persons or entities released herein, including without limitation claims to recover damages for North Carolina statutory violations, claims against the sheriff's bond, claims for assault and/or battery, claims for negligent or intentional infliction of emotional distress, federal statutory violations, negligence, personal injuries, medical expenses, loss of consortium, lost wages, or loss of earning capacity and from whatsoever cause arising or from whatsoever act or omission arising, which may now exist, or might otherwise have existed, against the persons or entities released herein, arising from the circumstances surrounding the alleged events occurring during the incarceration of Dino Vann Nixon at the Forsyth County Detention Center in 2013 and the death of Dino Vann Nixon in August 2013, and/or claims which were raised or could have been raised against the Released Parties in the complaints filed in Diane Emmert Nixon, Individually and as Administrator of the Estate of Dino Vann Nixon v. Forsyth County, et al., Case No. 15-CVS-4605, filed in the Superior Court Division of Forsyth County, North Carolina, and/or arising from any action, inaction, or negligence, of any officers or employees of the Released Parties, their officers or

employees, and their predecessors, successors, heirs and assigns, agents, servants, employees, officers and directors, and corporate, personal and litigation attorneys of and from any and all claims, occurring before the signing of this Release, and to the end that all claims or matters that are, or might be, in controversy between Releasor and those persons and entities released herein are forever put at rest, it being Releasor's clear intention to forever discharge and release any and all claims against those persons and entities herein released for all consequences resulting or potentially to result from any action, inaction or event(s) occurring before the signing of this Release, including the aforementioned events.

2. IT IS FURTHER AGREED AND UNDERSTOOD by the Releasor that within ten (10) days after the execution of this Release of All Claims and Indemnity Agreement, and/or within three (3) days of receiving payment from the Released Parties (whichever occurs first), Releasor shall dismiss, with prejudice, any outstanding claims in lawsuits she has pending against any of the Released Parties, including all claims against Released Parties in the following lawsuit: Diane Emmert Nixon, Individually and as Administrator of the Estate of Dino Vann Nixon v. Forsyth County, et al., Case No. 15-CVS-4605, filed in the Superior Court Division of Forsyth County, North Carolina.

3. IT IS FURTHER AGREED AND UNDERSTOOD that the payment of any money to Releasor and/or other consideration to Releasor is not to be construed as an admission of liability on the part of the Released Parties, but that the payment of such consideration is made only in settlement of doubtful claims, liability on the part of the Released Parties being expressly denied.

4. IT IS FURTHER UNDERSTOOD that each party hereto shall have the burden and responsibility of paying for and satisfying any claims for attorneys' fees, disbursements, costs, and other expenses incurred by each party with respect to their legal representation in this controversy. No party will seek an award of attorneys' fees from the court. It is further understood that no party shall be considered to have been the "prevailing" or "successful" party in the lawsuit within the meaning of any statute, rule, or other law for any purpose, including the award of attorneys' fees and costs.

5. IT IS UNDERSTOOD AND AGREED that no withholding of income taxes has been made. Releasor understands and agrees that to the extent any tax liability may now or hereafter become due in addition to this withholding because of the payment of any sums pursuant to this agreement, such liability shall be her sole responsibility and she shall pay any taxes, penalty or interest which may be determined to be due and payable. Moreover, Releasor agrees to save and hold harmless the Released Parties in connection with any and all taxes, penalties, interest, or other costs that may be or become due as a result of this agreement.

6. IT IS UNDERSTOOD AND AGREED that nothing in this Release of All Claims and Indemnity Agreement shall operate as a release as to claims against Correct Care Solutions, LLC; John Randolph Smith, M.D.; Alan Raymond Rhoades, M.D.; Kanzenner Roberson Wilks, N.P.; Sheila Greer; Christie Lois Davis; or any agents, employees, officers, or representatives of Correct Care Solutions, LLC.

7. In further consideration of the payment made hereunder, RELEASOR agrees to protect, indemnify and hold harmless the RELEASED PARTIES and their respective related and

I HAVE READ THE FOREGOING RELEASE OF ALL CLAIMS, FULLY UNDERSTAND IT AND, AFTER CONSULTING WITH LEGAL COUNSEL, HAVE VOLUNTARILY EXECUTED IT ON THE DAY OR DATES WRITTEN BELOW, SIGNIFYING MY ASSENT TO, AND WILLINGNESS TO BE BOUND BY, ITS TERMS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 21<sup>st</sup> day of December, 2017.

**CAUTION – READ BEFORE SIGNING**

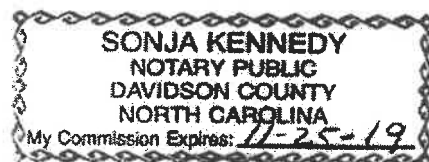
Diane Emmert Nixon

Diane Emmert Nixon, Individually and as  
Administrator of the Estate of Dino Vann Nixon

Sworn to and subscribed before me, this the  
21 day of December, 2017.

[Signature]  
Notary Public

My Commission Expires: 11-25-19



W. Ellis Boyle  
W. Ellis Boyle  
Knott & Boyle, PLLC  
4800 Six Forks Road, Suite 100  
Raleigh, NC 27609

Counsel for Diane Emmert Nixon

NORTH CAROLINA

FORSYTH COUNTY

DIANE EMMERT NIXON,  
Individually and as Administrator of the  
Estate of DINO VANN NIXON,

Plaintiff,

v.

FORSYTH COUNTY, WILLIAM T.  
SCHATZMAN, Individually and in his  
capacity as Sheriff of Forsyth County,  
ROBERT E. SLATER, Maj., Individually  
and in his capacity as Detention Bureau  
Commander with the Forsyth County  
Sheriff's Office, CORRECT CARE  
SOLUTIONS, L.L.C., JOHN RANDOLPH  
SMITH, M.D., Individually and in his  
capacity as a Doctor serving the Forsyth  
County Sheriff's Office, ALAN RAYMOND  
RHOADES, M.D., Individually and in his  
capacity as a Doctor serving the Forsyth  
County Sheriff's Office, KANZENNER  
ROBERSON WILKS, N.P., Individually and  
in her capacity as a Nurse Practitioner  
serving the Forsyth County Sheriff's Office,  
CHRISTIE LOIS DAVIS, L.C.S.W.,  
Individually and in her capacity as a Licensed  
Clinical Social Worker serving the Forsyth  
County Sheriff's Office, and SHEILA  
GREER, Individually and in her capacity as  
a Mental Health Care Professional serving  
the Forsyth County Sheriff's Office, and  
HARTFORD FIRE INSURANCE  
COMPANY,

Defendants.

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
15-CVS-4605

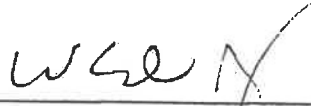
**PLAINTIFF'S VOLUNTARY  
DISMISSAL WITH PREJUDICE  
AS TO DEFENDANTS  
FORSYTH COUNTY, WILLIAM T.  
SCHATZMAN, Individually and in his  
capacity as Sheriff of Forsyth County,  
ROBERT E. SLATER, Maj., Individually  
and in his capacity as Detention Bureau  
Commander with the Forsyth County  
Sheriff's Office, and HARTFORD FIRE  
INSURANCE COMPANY**

Pursuant to Rule 41(a)(1) of the North Carolina Rules of Civil Procedure, Plaintiff  
voluntarily dismisses this case with prejudice as to Defendants FORSYTH COUNTY,

WILLIAM T. SCHATZMAN, Individually and in his capacity as Sheriff of Forsyth County,  
ROBERT E. SLATER, Maj., Individually and in his capacity as Detention Bureau Commander  
with the Forsyth County Sheriff's Office, and HARTFORD FIRE INSURANCE COMPANY.  
Each party shall bear his or her own expenses.

Respectfully submitted, this the 29<sup>th</sup> day of December, 2017.

KNOTT & BOYLE, PLLC

  
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Joe Thomas Knott, III  
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W. Ellis Boyle  
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ellis@knottboyle.com  
*Attorneys for Plaintiff*


### CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a copy of the foregoing was duly served upon defendants by placing postage prepaid envelopes containing copies of same into the U.S. Mail, properly addressed to the defendants' attorneys of record as follows:

<p>James R. Morgan, Womble Bond Dickinson (US) LLP One West Fourth Street Winston-Salem, NC 27101 Email: JMorgan@WCSR.com <i>Attorneys for Forsyth County, William T. Schatzman, Robert E. Slater, and Hartford Fire Insurance Company</i></p>	<p>Jennifer M. Milak Teague Campbell Dennis &amp; Gorham P.O. Box 19207 Raleigh, NC 27619-9207 Email: JMilak@teaguecampbell.com <i>Attorneys for Correct Care Solutions, LLC, Christine Lois Davis, LCSW, Kanzenner Roberson Wilks, NP, and Sheila Greer</i></p>
<p>Brenda S. McClearn Sharpless and Stavola, P.A. P.O. Box 22106 Greensboro, NC 27401 Email: BSM@Sharpless-Stavola.com <i>Attorneys for John Randolph Smith, M.D. and Alan Raymond Rhoades, M.D.</i></p>	<p>THIS BLOCK INTENTIONALLY LEFT BLANK</p>

This, the 29<sup>th</sup> day of December, 2017.

KNOTT & BOYLE, PLLC

  
W. Ellis Boyle  
Attorney for Plaintiff